



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Re: Patent Application of Veeneman et al.) Docket No.: 9203/046RE
Serial No.: 09/610,158) Examiner: Unknown
Filed: June 30, 2000) Group Art Unit: 2764
For: MULTI-MERCHANT GIFT REGISTRY)

CERTIFICATE OF MAILING

I hereby certify that this correspondence, along with all papers referred to as being enclosed or attached, are being deposited with the United States Postal Service, with sufficient first class postage, on the date below, addressed to: Box Missing Parts, Assistant Commissioner for Patents, Washington, D.C. 20231.

Evon M. Davis
Evon M. Davis

1-22-01
Date

**AFFIDAVIT FILED UNDER 37CFR 1.47(a) IN SUPPORT OF A PETITION
TO ACCEPT THE FILING OF A DECLARATION IN A REISSUE APPLICATION
IN THE ABSENCE OF ALL OF THE INVENTORS' SIGNATURES**

WHEREAS the inventors named in this Reissue Application, Barbara Thomas, William Veeneman, and Debra Remington, are the inventors named in U.S. Patent No. 5,774,874, issued 30 June 1998 (termed "Parent Application" herein) on which the present Reissue Application, Serial Number 09/610,158, filed on 30 June 2000, is based;

WHEREAS the inventors Barbara Thomas, William Veeneman, and Debra Remington executed both the Declaration (copy attached hereto as Exhibit A) in the Parent Application and an Assignment of the Parent Application (copy attached hereto as Exhibit B), assigning all rights in the invention described and claimed in the Parent Application to The Gift Certificate Center, Inc. (termed "Applicant" herein);

WHEREAS the undersigned Dave N. Johnson (termed "Affiant" herein) is an attorney for Applicant;

WHEREAS Affiant has instructed James M. Graziano, attorney of record in the Reissue Application, to forward a copy of the Reissue Application to the inventors Barbara Thomas, William Veeneman, and Debra Remington and has received confirmation that such copy was forwarded;

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WHEREAS Affiant has communicated with the inventor William Veeneman, located at a last known address of 4600 Dupont Avenue South, Minneapolis, MN 55409, to request that inventor William Veeneman execute the Declaration for the present Reissue Application;

WHEREAS Affiant has communicated through Keith Fenhaus, Executive Vice President of Applicant, with Debra Remington, located at a last known address of 317 - 12th Avenue North, Hopkins, MN 55343, to request that inventor Debra Remington execute the Declaration for the present Reissue Application;

WHEREAS both of the inventors William Veeneman and Debra Remington have failed to execute the Declaration for the present Reissue Application in a timely manner as required by the Rules of the USPTO;

WHEREAS both of the inventors William Veeneman and Debra Remington have agreed in the Assignment filed in the Parent Application that they "will at any time upon request, without further or additional consideration, ... render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States";

WHEREAS the inventor William Veeneman has indicated that he wishes to receive additional compensation for the execution of the Declaration required to perfect the filing of the present Reissue Application that describes and claims the invention made by the inventors Barbara Thomas, William Veeneman, and Debra Remington, at least some of the additional compensation being in other than monetary form and not precisely defined by the inventor William Veeneman;

WHEREAS both of the inventors William Veeneman and Debra Remington have executed Employment Agreements (attached hereto as Exhibits C and D, respectively) with Applicant dated 21 June 1991 and 29 March 1995, respectively, which Employment Agreements specifically transfer all right, title and interest in and to any intellectual property to Applicant which intellectual property shall be and remain the sole and exclusive property of Applicant (Section 8 of the Employment Agreements, as well as Addendum 2 of Debra Remington's Employment Agreement);

WHEREAS both of the inventors William Veeneman and Debra Remington have,

by their above-described actions and inaction, constructively refused to sign the Declaration required to perfect the filing of the present Reissue Application that describes and claims the invention made by the inventors Barbara Thomas, William Veeneman, and Debra Remington;

WHEREAS the undersigned Affiant has personal knowledge of the above-recited facts relating to the constructive refusal of both of the inventors Debra Remington and William Veeneman to sign the Declaration in the Reissue Application, and has personally collected the attached Exhibits from official corporate records.

I further declare that all statements herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

January 16, 2001
Date

David N. Johnson
David N. Johnson

EXHIBIT A



The mail stamp of the Patent and Trademark Office on card acknowledges the filing on the date stamped of:

Patent application, 20 sheets of informal
drawings, Assignment & coversheet, Declaration
Small Entity Status and check for \$415.00 all
Filed Express Mail No:

RETAIN THIS NUMBER, CUSTOMER
RECEIPT WILL BE MAILED TO YOU.

7B737666446 US

Applicant: William J. Veeneman, et al.

Serial No.:

1580.05-US-01

File No.:

Due Date:

Initials:

bdp/pws
11/22/95

Mailed:



701 4TH AVE. SO. STE. 1600
MINNEAPOLIS, MN 55415
PHONE (612) 672-8617

RIVERSIDE BANK
MINNEAPOLIS, MN 55102-2008
17-127910

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*FOUR HUNDRED FIFTEEN DOLLARS AND NO CENTS

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COMMISSIONER OF PATENTS

TO THE
ORDER
OF

⑈019714⑈ ⑆091001270⑆ 626 723 2⑈



Attorney Docket No. 1580.05-US-01

DECLARATION FOR UNITED STATES PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled A MULTI-MERCHANT GIFT REGISTRY the specification of which is attached hereto unless the following is checked:

☐ The specification was filed on _____ as United States Application Number or PCT International Application Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

Priority Claimed

(Number)	(Country)	(Day/Month/Year Filed)	(Yes/No)
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(Number)	(Country)	(Day/Month/Year Filed)	(Yes/No)
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I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below.

(Application Number)	(Filing Date)
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(Application Number)	(Filing Date)
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I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

(Application Number)

(Filing Date)

(Status - patented, pending, abandoned)

(Application Number)

(Filing Date)

(Status - patented, pending, abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

James H. Patterson (30,673), Steven J. Keough (33,190), Brad D. Pedersen (32,432), John F. Thuente (29,595), William M. Hienz III (37,069), Paul W. Stanga (38,320), William L. Alexander (37,269), Robert C. Freed (32,569), Girma Wolde-Michael (36,724) and Peter S. Dardi (P-39,650).

Address all telephone calls to: Brad D. Pedersen at telephone number (612) 349-5745

Address all correspondence to: Brad D. Pedersen
Patterson & Keough, P.A.
1200 Rand Tower, 527 Marquette Avenue South
Minneapolis, Minnesota 55402-1314

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

William J. Veeneman

Full name of sole or first inventor (given name, family name)

William J. Veeneman
Inventor's signature

Minneapolis, MN 55409

Residence (City and either State or Foreign Country)

4600 Dupont Avenue South
Post Office Address

11/22/95
Date

U.S.
Citizenship

Barbara Thomas

Full name of second joint inventor, if any (given name, family name)

Barbara Thomas
Second Inventor's signature

Chanhassen, MN 55317

Residence (City and either State or Foreign Country)

6380 Fox Path
Post Office Address

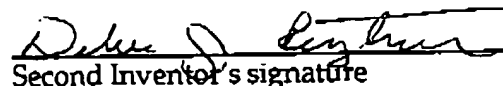
11/22/95
Date

U.S.
Citizenship

Key Docket No: 1580.05-US-01

Debra Remington

Full name of third joint inventor, if any (given name, family name)


Second Inventor's signature

Hopkins, MN 55343

Residence (City and either State or Foreign Country)

317 12th Avenue South

Post Office Address


DateU.S.
Citizenship

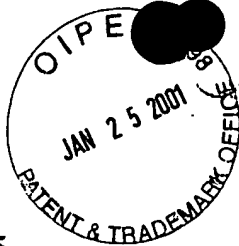


EXHIBIT B

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 06, 1996

PTAS

BRAD D. PEDERSEN
1200 RAND TOWER
527 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/22/1995

REEL/FRAME: 7796/0185
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

VENNEMAN, WILLIAM J.

DOC DATE: 11/22/1995

ASSIGNOR:

THOMAS, BARBARA

DOC DATE: 11/22/1995

ASSIGNOR:

REMINGTON, DEBRA

DOC DATE: 11/22/1995

ASSIGNEE:

GIFT CERTIFICATE CENTER, THE
701 FOURTH AVENUE SOUTH
SUITE 1600
MINNEAPOLIS, MINNESOTA 55415

SERIAL NUMBER: 08562014
PATENT NUMBER:

FILING DATE: 11/22/1995
ISSUE DATE:

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*Not dictated
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TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



02-15-1996



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FORM PTO-15
1/31/92DEPARTMENT OF COMMERCE
Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

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02/13/96

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

William J. Venneman
Barbara Thomas
Debra Remington

2. Name and address of receiving party(ies):

Name: The Gift Certificate Center
Internal Address: Suite 1600Additional name(s) of conveying party(ies)
attached? ___ Yes x NoStreet Address: 701 Fourth Avenue South
Minneapolis, MN 55415

3. Nature of conveyance:

x Assignment ___ Merger
___ OtherAdditional name(s) & address(es) attached?
___ Yes x No

Execution Date: November 22, 1995

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the
application is: November 22, 1995

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ___ Yes x No5. Name and address of party to whom
correspondence concerning document
should be mailed:Name: Brad D. Pedersen
Internal Address: 1200 Rand Tower,
527 Marquette Avenue South
Minneapolis, Minnesota 55402
Street Address: 1200 Rand Tower,
527 Marquette Avenue South6. Total number of applications and patents
involved: 17. Total fee (37 CFR 3.41): \$40.00
x Enclosed
___ Authorized to be charged to deposit account8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if
paying by deposit account)

City: Minneapolis State: MN ZIP: 55402

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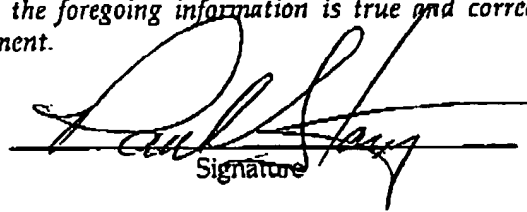
JAN 29 2001

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul W. Stanga
Name of Person Signing


Signature

11-22-95
Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

08/562014

Attorney Docket No. 1580.05-US-01

ASSIGNMENT

WHEREAS, I/we, William J. Veeneman, residing at 4600 Dupont Avenue South, Minneapolis, MN 55409, Barbara Thomas, residing at 6380 Fox Path, Chanhassen, MN 55317 and Debra Remington, residing at 317 12th Avenue South, Hopkins, MN 55343 have invented certain new and useful inventions and improvements in **A MULTI-MERCHANT GIFT REGISTRY**, for which an application for Letters Patent of the United States is being made, said application having been filed with the United States Patent and Trademark Office on _____, and identified by Serial No.: _____.

WHEREAS, The Gift Certificate Center, Inc., a corporation organized and existing under the laws of the state of Minnesota and having its principal offices at 701 Fourth Avenue South, Suite 1600, Minneapolis, MN 55415 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, said application and any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of certain good and valuable consideration, the receipt of which is hereby acknowledged, I/we have sold, assigned and transferred, and by this Assignment do hereby sell, assign and transfer unto the Assignee, its successors and assigns, my/our entire right, title and interest in and to any and all inventions and improvements disclosed in the aforesaid application, and in and to said application, all divisions, continuations or renewals thereof, and any and all Letters Patent, both foreign and domestic, that issue therefrom, including all reissues or extensions of such Letters Patent and including, all of my/our rights under the International Convention, and I/we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee in accordance herewith.

I/We hereby authorize the Assignee, its successors and assigns, or anyone it may properly designate, to insert in this Assignment the filing date and serial number of said application when ascertained.

I/We hereby further authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said application and/or otherwise take advantage of the provisions of the International Convention.

I/We hereby covenant and agree with the Assignee, its successors and assigns, that I/we will not execute in writing or do any act whatsoever conflicting with this Assignment, and that I/we, or my/our executors or administrators, will at any time upon request, without further or additional consideration, but at the

expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or Letters Patent, by giving testimony in any proceedings or transactions involving such applications or Letters Patent.

I/We hereby further covenant and agree with the Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me/us and that the full right and title to convey the same as herein expressed is currently possessed by me/us.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and affixed my/our seal as dated below.

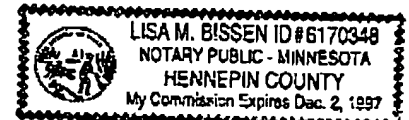
Date 11/22/95

William J. Veeneman
Name: William J. Veeneman

Subscribed and sworn to before me
this 22 day of November
1995.

Lisa M. Bissen
Notary Public

(Notary Seal)



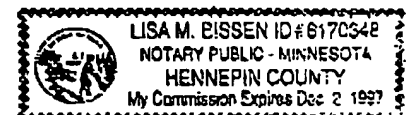
Date _____

Barbara Thomas
Name: Barbara Thomas

Subscribed and sworn to before me
this 22 day of November
1995.

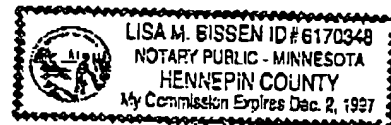
Lisa M. Bissen
Notary Public

(Notary Seal)



Date 11-22-95Debra J Remington
Name: Debra RemingtonSubscribed and sworn to before me
this 22 day of November
1995.Lisa M. Bissen
Notary Public

(Notary Seal)



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EXHIBIT C

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made and entered into this 21st day of June, 1991, by and between The Gift Certificate Center, Inc., a Minnesota corporation ("Company"), and William Veeneman, an individual resident of the State of Minnesota ("Executive").

WHEREAS, the Company was formed to develop kiosks for the automated sale of gift certificates ("Business"); and

WHEREAS, the Company wishes to employ Executive to render services to the Company on the terms and conditions set forth in this Agreement, and Executive wishes to be retained and employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the Company and Executive set forth below, the Company and Executive agree as follows:

1. Employment. The Company hereby employs Executive as the President and Chief Executive Officer of the Company, and Executive accepts such employment and agrees to perform services for the Company, for the period and upon the other terms and conditions set forth in this Agreement.

2. Term. Unless terminated at an earlier date in accordance with Section 7 hereof, the term of Executive's employment hereunder shall commence on May 1, 1991 and continue until December 31, 1992. Thereafter, the term of employment hereunder shall be automatically extended for successive one (1) year periods unless either party objects to such extension by written notice given to the other party at least ninety (90) days prior to the end of the initial term or any extension term.

3. Position and Duties.

3.01 Service with Company. During the term of employment hereunder, Executive agrees to serve as President and Chief Executive Officer of the Company, to manage the day-to-day business and affairs of the Company, to carry out the decisions of the Board of Directors of the Company and perform such reasonable employment duties as the Board of Directors of the Company shall assign to him from time to time.

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3.02 Performance of Duties. Executive agrees to devote substantial time and attention and his best efforts to the business and affairs of the Company during the term of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Executive shall be permitted to receive compensation as a member of a board of directors of any other corporation, make investments of any character in any business and otherwise engage in other activities; provided, however, that in each such case, (a) such corporation, investment or other activity does not engage in or involve a Restricted Business (as that term is hereinafter defined in Section 6.01) (except as set forth in Section 6.04 hereof), (b) the total time devoted to any such activities does not interfere with the performance of Executive's duties hereunder, and (c) any such activity does not violate the Company's announced business policy with respect to employee interests in corporations that supply goods or services to the Company.

4. Compensation.

4.01 Salary. Commencing August 1, 1991 and continuing until December 31, 1991, the Company shall pay to Executive a salary at a rate equal to Six Thousand Dollars (\$6,000) per month for all services rendered by Executive as President and Chief Executive Officer hereunder, payable in accordance with the Company's normal payroll procedures and policies. Commencing January 1, 1992 and continuing until December 31, 1992, the Company shall pay to Executive a salary at a rate equal to Seven Thousand Five Hundred Dollars (\$7,500) per month for all services rendered by Executive hereunder, payable in accordance with the Company's normal payroll procedures and policies. After December 31, 1992, the salary payable to Executive during each subsequent calendar year during the term of Executive's continued employment shall be mutually agreed upon by the Company's Board of Directors and Executive at least one hundred twenty (120) days prior to the commencement of each such year.

4.02 Bonus. On or before December 31, 1991, the Company's Board of Directors and Executive shall establish (a) mutually agreeable standards against which Executive's performance during the period commencing on January 1, 1992 and continuing until December 31, 1992 shall be measured, and (b) the terms and conditions of a mutually agreeable bonus plan. Any bonus earned by Executive for such period shall be payable on or before February 15, 1993. In the event that Executive's term of employment hereunder is extended for an additional year(s) pursuant to Section 2 hereof, the Company's Board of Directors and Executive shall similarly establish performance standards and a bonus plan for each such extended year prior to the start thereof. The foregoing notwithstanding, Executive shall not be entitled to a bonus for any calendar year in which his employment hereunder is terminated For Cause as defined at (i), (ii), (iii) or (iv) of Section 7.01 hereof.

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4.03 Employee Benefits. During the term of Executive's employment hereunder, Executive shall be entitled to six (6) weeks annual vacation with full compensation, at such time or times as shall be mutually agreed upon by the parties hereto. Such vacation time must be taken in the calendar year earned or the year thereafter. In the event that Executive's employment hereunder should terminate during any year, no adjustment shall be made in compensation for the excess of accrued vacation over vacation which has been taken by Executive, or for vacation which has been taken by Executive but which has not accrued hereunder. The Company shall provide Executive with parking, an automobile allowance, club dues, car phone, health and dental insurance, life insurance and other benefits satisfactory to Executive; provided, however, that the monthly cost to Company in providing Executive with such benefits shall not exceed One Thousand One Hundred Dollars (\$1,100) per month. In addition, Executive shall be entitled to participate in any employee benefit plans or programs adopted from time to time by the Company to the extent that his position, title, tenure, salary, age and other qualifications make him eligible for participation. With regard to all insured benefits to be provided, benefits shall be subject to due application by Executive, the Company shall have no obligation to pay insured benefits directly, and such benefits are payable to Executive only by the insurers in accordance with their policies.

4.04 Expenses. The Company shall pay or reimburse Executive for all reasonable and necessary out-of-pocket expenses incurred by Executive in the performance of his duties under this Agreement, subject to the presentation of appropriate receipts in accordance with the Company's normal policies for expense verification.

5. Confidential Information. Except as set forth below, during the term of Executive's employment hereunder and for five (5) years thereafter, Executive shall not divulge, directly or indirectly, to any other persons, businesses, firms or corporations any confidential or secret knowledge or information of the Company which Executive has acquired or become acquainted with or will acquire or become acquainted with prior to the termination of the period of his employment by the Company, whether developed by himself or by others, including, without limitation, information about costs, profits, markets, customer lists; information, knowledge or data of a technical nature, including, without limitation, methods, know-how, formulae or research projects; information, knowledge or data relating to future developments, including, without limitation, future marketing; or any and all other trade secrets of the Company. Notwithstanding anything in this Agreement to the contrary, (a) the foregoing confidentiality obligation shall not apply to any knowledge or information which is now published or which hereafter becomes generally publicly known in the form in which it was obtained from the Company, other than as a direct or indirect result of the breach of this Agreement by Executive, and (b) Executive shall be permitted to use without limitation any such

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confidential information that is relevant to a dispute, claim or litigation that involves Executive and arises out of this Agreement or otherwise. Executive acknowledges and agrees that in the event of any violation of this Section 5, the Company shall be authorized and entitled to obtain, from any court of competent jurisdiction, preliminary and permanent injunctive relief, as well as an equitable accounting of all profits and benefits arising out of such violation and any damages for the breach of this Agreement which may be applicable. The aforesaid rights and remedies shall be independent, severable and accumulative and shall be in addition to any other rights or remedies to which the Company may be entitled.

6. Noncompetition Covenant

6.01 Scope of Covenant. During the term of this Agreement and for two (2) years thereafter, except as set forth below, Executive shall not, directly or indirectly, (a) own, manage, operate, join, control, be employed by, render services to, or participate in the ownership, management, operation, or control of, or serve as advisor or consultant to, or otherwise be connected with, in any manner, whether as an officer, director, employee, partner, investor or otherwise, in any business activity, entity or undertaking which is engaged, in whole or in part, in the business of developing, manufacturing or marketing kiosks for the automated sale of gift certificates or merchandise certificates or automated ticketing (the "Restricted Business"), ~~within the continental United States~~ (the "Restricted Territory"), (b) solicit, entice, or induce (or attempt to do so) any employee of the Company to leave his or her employment or become employed by any person, firm, corporation or other entity which is engaged in the Restricted Business in the Restricted Territory, or (c) solicit or accept any Restricted Business in the Restricted Territory.

6.02 Remedies. Executive acknowledges that the restrictions contained in Section 6.01 hereof are reasonable and necessary in order to protect the legitimate interests of the Company, and that any violation thereof would cause irreparable injury to the Company. Executive acknowledges and agrees that in the event of any violation thereof, the Company shall be authorized and entitled to obtain, from any court of competent jurisdiction, preliminary and permanent injunctive relief, as well as an equitable accounting of all profits or benefits arising out of such violation and any damages for the breach of this Agreement which may be applicable. The aforesaid rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies to which the Company may be entitled.

6.03 Severability. The restrictions contained in Section 6.01 hereof are intended to be reasonable. In the event that any restriction contained therein is held by any court of competent jurisdiction to be in any respect unreasonable, the court so holding may limit the territory, the period of time, or the business activities to which such restriction relates, or effect any other change to the

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extent necessary to make such restriction enforceable. The remaining provisions of Section 6.01 shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any invalid and unenforceable provision shall be deemed, without further action on the part of the parties hereto, modified, amended and limited to the extent necessary to render the same valid and enforceable.

6.04 Limitation on Covenant Ownership by Executive, as a passive investment, of less than one percent (1%) of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of the noncompetition covenant set forth in this Section 6.

7. Termination

7.01 Grounds for Termination Prior to the expiration of the initial term set forth in Section 2 or any extension thereof, Executive's employment hereunder may be terminated in the manner set forth below:

- (a) Executive's employment shall terminate automatically upon the death of Executive;
- (b) The Company may terminate Executive's employment upon thirty (30) days prior written notice upon the Disability of Executive (as hereinafter defined);
- (c) The Company may terminate Executive's employment upon thirty (30) days prior written notice For Cause as defined at (i), (iv) or (v) below;
- (d) The Company may terminate Executive's employment immediately on written notice For Cause as defined at (ii) or (iii) below; and
- (e) The Company and Executive may terminate Executive's employment by their mutual consent.

For purposes of this Agreement, the term "Disability" shall mean a physical or mental illness or incapacity that prevents Executive from rendering his substantial and material duties described in Section 3 hereof for one hundred eighty (180) consecutive calendar days, as determined in good faith by the Company's Board of Directors, and the term "For Cause" shall mean (i) Executive's continued willful disobedience of the Company's written instructions, directives or regulations, but only after Company has provided Executive with written notice specifying the instructions, directives or regulations which Executive has failed to adhere to, and ten (10) days have passed since Executive's receipt of such notice without Executive having corrected his conduct; (ii) Executive's conviction for fraud or a felony crime;

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(iii) Executive's theft or misappropriation of the Company's property;
(iv) Executive's knowingly making materially false statements to the Company's Board of Directors regarding the affairs of the Company; or (v) Executive's failure to perform his duties hereunder to the best of his abilities, but only after Company has provided Executive with written notice specifying the manner in which Executive has so failed to perform his duties hereunder, and ten (10) days have passed since Executive's receipt of such notice without Executive having corrected his conduct.

7.02 Effect of Termination

(a) In the event that Executive's employment hereunder is terminated pursuant to Section 7.01 hereof, (i) the Company shall pay Executive (or his estate) the salary payable pursuant to Section 4.01 hereof through the date of termination; (ii) If such termination occurs after June 30 of any calendar year, the Company shall pay Executive (or his estate) a pro rata portion of the bonus payable pursuant to Section 4.02 hereof for such calendar year through the date of termination; and (iii) the Company shall continue the benefits available to Executive as set forth in Section 4.03 hereof as may be provided in plans, if any, for such benefits or as may be required by law. The Company shall be relieved of any further obligation to pay compensation under this Agreement. In such event, if requested by the Company, Executive shall continue to render his services hereunder up to the date of termination.

(b) Section 7.02(a) notwithstanding, in the event of a physical or mental illness or incapacity that prevents Executive from rendering his substantial and material duties described in Section 3 hereof for thirty (30) consecutive days, the salary and bonus payable to Executive following the expiration of such thirty (30) day period shall be suspended until (i) Executive is thereafter able to render the duties described in Section 3 hereof, in which case Executive's salary and bonus shall be reinstated, or (ii) Executive's employment hereunder is terminated pursuant to Section 7.01(b) above, in which case Executive's salary and bonus shall not be reinstated.

(c) Notwithstanding any termination of Executive's employment hereunder, Executive and Company shall remain bound by the provisions of this Agreement which specifically relate to periods, activities or obligations upon or subsequent to the termination of Executive's employment.

7.03 Surrender of Records and Property. Upon termination of his employment with the Company, Executive shall deliver promptly to the Company all records, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, calculations or copies thereof, which are the property of the Company or which relate in any way to the business, products, practices or techniques of the Company, and all other property, trade secrets and

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confidential information of the Company, including, without limitation, all documents which in whole or in part contain any trade secrets or confidential information of the Company, which in any of these cases are in his possession or under his control; provided, however, that Executive may retain copies of any such records or property relevant to a dispute, claim or litigation arising out of this Agreement, or otherwise, for the limited purpose of defending or prosecuting such dispute, claim or litigation.

8. Intellectual Property Rights. All right, title and interest of every kind and nature whatsoever, whether now known or unknown, in and to any intellectual property relating to the Business, including any trademarks, copyrights, ideas, creations and properties invented, created, written, developed, furnished, produced or disclosed by the Executive, in the course of rendering his services to the Company under this Agreement shall, as between the parties, be and remain the sole and exclusive property of the Company for any and all purposes and uses whatsoever, and the Executive shall have no right, title or interest of any kind or nature therein or thereto, or in and to any results and proceeds therefrom. The Company acknowledges and agrees that Executive may invent, create or otherwise develop intellectual property in his other business activities that is unrelated to the Business, and the Company shall not have any right, title or interest of any kind or nature therein or thereto, or in or to any results or proceeds therefrom.

9. Arbitration. With the exception of the Company's right and remedies in connection with Sections 5 and 6 herein, any dispute between the parties arising under the Agreement shall be submitted to arbitration before a panel of three arbitrators in accordance with the rules then obtaining of the American Arbitration Association, and such arbitration shall be conducted in Minneapolis, Minnesota. Unless otherwise provided for in the decision of the arbitrators, the amount payable for the services of the arbitrators, and all costs relating to the arbitration (excluding fees and expenses of counsel to any party) shall be borne by the Company. The determination of the arbitrators shall be final and binding upon the parties and a judgment upon the determination of the arbitrators may be entered in any court having jurisdiction thereof.

10. Miscellaneous.

10.01 Governing Law. This Agreement is made under, and shall be governed by and construed in accordance with, the laws of the State of Minnesota.

10.02 Prior Agreements. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter, and the

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parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

10.03 Withholding Taxes. The Company may withhold from any benefits payable under this Agreement all federal, state, city or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

10.04 Amendments. No amendment or modification of this agreement shall be deemed effective unless made in writing and signed by the parties hereto.

10.05 No Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

10.06 Severability. To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and not in limitation of the foregoing, should the duration or geographical extent of, or business activities covered by, any provision of this Agreement be in excess of that which is valid and enforceable under applicable law, then such provision shall be construed to cover only that duration, extent or activities which may validly and enforceably be covered. Executive acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement be given the construction which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

10.07 Assignment. This Agreement shall not be assignable, in whole or in part, by either party without the written consent of the other party, except that the Company may, without the consent of Executive, assign its rights and obligations under this Agreement to any successor to all or substantially all of the Company's business. After any such assignment by the Company, the Company shall be discharged from all further liability hereunder and such assignee shall thereafter be deemed to be the Company for the purposes of all provisions of this Agreement including this Section 10.

10.08 Notices. All notices, consents, requests, demands, instructions or other communications provided for herein shall be in writing and

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shall be deemed validly given, made and served when delivered personally or sent by certified or registered mail, postage prepaid, and, pending the designation of another address, addressed as follows:

If to Company:

The Gift Certificate Center, Inc.
1440 Northland Plaza
3800 West 80th Street
Minneapolis, Minnesota 55431
Attention: David A. Henderson

with a copy to:

Fredrikson & Byron
1100 International Centre
900 Second Avenue South
Minneapolis, Minnesota 55402
Attention: Timothy M. Heaney, Esq.

If to Executive:

William Veeneman
4600 Dupont Avenue South
Minneapolis, Minnesota 55409

with a copy to:


Dorsey & Whitney
2200 First Bank Place East
Minneapolis, Minnesota 55402
Attention: William R. Hibbs, Esq.

IN WITNESS WHEREOF, Company and Executive have executed this Agreement by their respective duly authorized representatives where necessary, as of the date set forth in the first paragraph.

THE GIFT CERTIFICATE
CENTER INC.

By

Its


William Veeneman

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EXHIBIT D

EMPLOYMENT AGREEMENT

This Employment Agreement is made this 29th day of March, 1995, between The Gift Certificate Center, Inc., and/or its subsidiaries and divisions ("GCC") and Debra Remington ("Employee").

1. Employment. GCC hereby employs Employee, and Employee accepts employment, for the position named and described on Part I of Schedule 1, which schedule is attached to and made a part of this Agreement, upon the terms and conditions stated in this Agreement. Employee agrees to devote his or her full-time and best efforts to the performance of such duties.

2. Compensation. GCC agrees to compensate employee as provided on Part II of Schedule 1. As Employee's title, duties, and/or compensation may be changed hereafter, the parties shall complete, execute, date, and attach to this Agreement a new Schedule 1, which shall replace the current Schedule 1 and become a part of this Agreement.

3. Benefits. GCC agrees to provide employee with the same benefits (vacation, sick leave, health coverage, and retirement) as it provides other employees in comparable positions; provided however that GCC reserves the right to modify and/or repeal any and all such benefits.

4. Term. Employee is employed "at-will", and his or her employment may be terminated by either party at any time, with or without cause.

4.1 During the first ninety (90) days of employment, either Employee or GCC can terminate the employment of Employee with GCC at any time, with or without cause, and without prior notice.

4.2 After the first ninety (90) days of employment, either Employee or GCC can terminate the employment of Employee with GCC at any time, with or without cause, upon giving fourteen (14) days prior written notice.

5. Expenses. GCC will reimburse employee for all reasonable and necessary expenses incurred by Employee in performance of this Agreement, provided:

5.1 All such expenses have been approved by GCC in advance; and

5.2 Employee submits receipts and such other records as from time to time required by GCC.

6. Authority. Except as otherwise provided on Schedule 1, Employee has no authority to bind GCC in any way (by way of illustration and not limitation, Employee shall not execute

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contracts, checks, notes, or other documents or agreements on GCC's behalf).

7. Confidentiality of GCC Information. Employee acknowledges that GCC will disclose to him or her certain Confidential Information, and that Employee may create for and on behalf of GCC certain Confidential Information.

7.1 For purposes of this Agreement, "Confidential Information" shall mean "trade secrets" as defined in Minn. Stat. § 325C.01, Subd. 5. (the Minnesota version of the Uniform Trade Secrets Act), which Act shall apply to Employee. By way of illustration (and not of limitation) Confidential Information includes the names of all retailers whose gift certificates GCC sells, and the names of all of their customers who have purchased such certificates (whether in the form of lists, directories, or computer data, databases, or media, and whether partial or complete).

7.2 Except as GCC may otherwise consent in writing, Employee agrees not to use, copy or disclose at any time either during or subsequent to this employment, any Confidential Information of GCC.

8. Copyrights. Employee acknowledges that (as an employee) any work which he or she creates during his or her employment by GCC is a "Work for Hire" as defined by 17 U.S.C. § 101, and therefore (pursuant to 17 U.S.C. § 201) GCC owns all proprietary rights and interests to each such work.

8.1 If any work fails to qualify as a "work for Hire" Employee agrees to sign the copyright for such work to GCC in a form recordable with the Register of Copyrights.

8.2 On Schedule 2, if any, attached to this Agreement and made a part hereof, Employee has listed all copyrights owned by Employee, if any (and their registration number, if any), for works created by Employee prior to his or her employment by GCC.

9. Non-Solicitation. Employee agrees, either alone or with others, not to attempt to solicit or solicit for any employment any of the GCC employees who, prior to such time, have been employed in the areas of activity for which Employee has or is employed by GCC.

10. General.

10.1 Amendment. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by Employee and an officer of GCC. No employee handbook, employment manual, employment policy or procedure, even though adopted and promulgated by GCC,

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shall be deemed to be an amendment to this Agreement except by a document identifying it as an amendment to this Agreement, which document is executed as provided in this Section.

10.2 Entire Agreement. This Agreement, and the Schedule(s) and Addenda attached to it contain the entire agreement between the parties in respect of its subject matter, and the rights of the parties under this Agreement are in addition to any and all rights and remedies otherwise available. This Agreement supersedes any agreement GCC and Employee previously executed which relates generally to the same subject matter.

10.3 Governing Law. This Agreement shall take effect and be governed by and construed and enforced in accordance with the laws of Minnesota.

10.4 Severability. If any portion or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law.

10.5 Assignment; Binding Effect. This Agreement may not be assigned by Employee, and shall be binding upon Employee's heirs and representatives, and shall inure to the benefit of GCC, its successors and assigns.

10.6 Disclosure of Confidential Information to GCC. Except as Employee may be duly authorized by a third party to do so, Employee agrees not to disclose trade secrets to GCC nor use for its benefit any information, knowledge or data of any such third party which employee has an obligation to keep confidential.

10.7 Employee Warranty. Employee warrants that he or she is not subject to any obligations or agreements which are inconsistent in any way with the terms and provisions of this Agreement.

10.8 Arbitration. Any dispute arising out of or relating to this Agreement or the alleged breach of it, or the making or enforcement of this Agreement, including claims of fraud in the inducement, shall be discussed between the disputing parties in a good faith effort to arrive at a mutual settlement of any such controversy. If, notwithstanding such effort, the dispute cannot be resolved, such dispute shall be settled by binding arbitration.

- a. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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- b. The arbitrator shall be a retired state or federal judge or an attorney who has practiced securities or business litigation for at least ten years. If the parties cannot agree on an arbitrator within twenty days, any party may request that the chief judge of the District Court for Hennepin County, Minnesota, select an arbitrator.
- c. Arbitration will be conducted pursuant to the provisions of this Agreement, and the Commercial Arbitration Rules of the American Arbitration Association, unless such rules are inconsistent with the provisions of this Agreement. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such disputes.
- d. The arbitrator shall have the authority to award any remedy or relief that a Minnesota court could order or grant; provided, however, that punitive or exemplary damages shall not be awarded. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses and reasonable attorneys' fees.
- e. Unless otherwise agreed by the parties, the place of any arbitration proceedings shall be Minneapolis, Minnesota.

GIFT CERTIFICATE CENTER, INC.

By Keith A. Sullivan
Its Vice President

I hereby acknowledge that I have read, understand and accept the terms and provisions set forth in this Agreement, of which I have received an executed copy.

EMPLOYEE:

Debra J. Remington

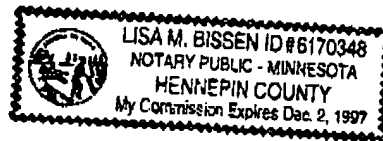
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STATE OF MINNESOTA)
COUNTY OF Hennepin) ss.

On March 30, 1995, before me, a Notary Public,
personally appeared Debra Remington, to me
personally known, who being by me duly sworn, did say that
he/she is the person named in the foregoing instrument and that
said instrument was signed as his/her free act and deed.



Notary Public



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**SCHEDULE 1
to Employment Agreement**

Part I Job Title:

Dedicated/Custom Solution Systems Coordinator

Job Description as follows (or as attached):**Part II Annual Compensation**Base Pay (paid in 12 monthly installments): \$50,000

Commissions:

Bonus: See offer letter.

Other:

GIFT CERTIFICATE CENTER, INC.

Dated: _____

By Walter A. Sullivan
Its Vice President

EMPLOYEE:

Dated: March 30, 1995Derek Remington

DEDICATED SYSTEMS JOB DESCRIPTION

Job Title: Dedicated/Custom Solution Systems Coordinator

Reports To: Vice President, Dedicated/Custom Solution Systems

Primary Purpose:

- 1) To coordinate and manage the timely installation of Dedicated Systems of the Gift Certificate Center's customers.
- 2) To participate in the clients creative development process to develop Dedicated kiosk solutions utilizing GCC application software.
- 3) To achieve general customer satisfaction for client and GCC's profitability goals for these projects.

Duties and Responsibilities:

- Coordinate GCC development and installation activities on client Dedicated System projects.
- Prepare and manage budgets and time line for installation of client projects.
- Coordinate and utilize marketing resources found in GCC's business partner organizations to maximize success of installation.
- Insure that customer personnel are trained in the use of GCC's Dedicated Systems.
- Insure total customer satisfaction with Dedicated Systems installed by GCC.
- Create a strong client relationship that will position GCC to provide future application solutions by participating in their solution development efforts.
- Perform other duties as assigned.

Qualifications:

- 5+ years in marketing with experience in extended decision processes, preferably in retail.
- Experience in complex data processing project management.
- Proven capabilities in tackling multifaceted issues dealing with marketing, technology, budgets, training third party organizations, etc.

Accountability:

- Customer satisfaction.
- Meet sales and profit objectives of the Dedicated Systems installation.
- Maintain strong relationships with key client decision-making personnel divisions.
- Achieve a high rate of satisfaction with GCC product employed in Dedicated Systems installations for clients.

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SCHEDULE 2
to Employment Agreement

List of copyrights owned by Employee prior to date of
employment by GCC:

Date of
Creation

Description of Work

Copyright
Registration
Number

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ADDENDUM #1

NON-COMPETITION AGREEMENT

This Addendum #1 to the Employment Agreement dated March 29, 1995 ("Agreement") is made this 29th day of March, 1995, between The Gift Certificate Center, Inc., and/or its subsidiaries and divisions ("GCC") and Debra Remington ("Employee").

In consideration of the payments provided below, Employee agrees:

1. Definitions.

1.1 "COMPETING PRODUCT" means any product, process or service of any person or organization other than GCC (in existence or under development), which is the same as or similar to or improves upon or competes with a product, process or service of GCC: (1) which Employee either worked on or with or sold during his or her last two years of employment by GCC; or (b) about which Employee acquired CONFIDENTIAL INFORMATION (as defined in the Agreement) as a result of his or her employment by GCC.

1.2 "COMPETING ORGANIZATION" means any person or organization (including one owned in whole or in part by Employee) which is engaged in or is about to become engaged in research on, the development of, production of, use of, marketing of, or sale of a COMPETING PRODUCT.

2. Covenant Not To Compete. During the term of Employee's employment, and for a period of two (2) years after the termination of such employment by GCC, regardless of the reason for such termination:

2.1 If Employee has been or is employed by GCC in a non-sales capacity (e.g., in production, research or development work), Employee agrees not to render services, directly or indirectly, to any COMPETING ORGANIZATION. Employee may be employed by an organization whose business is diversified and which, as to a part of its business, is not a COMPETING ORGANIZATION, provided that GCC, prior to beginning such employment, shall receive separate written assurances satisfactory to GCC from such COMPETING ORGANIZATION and from Employee stating that Employee will not render services, directly or indirectly in connection with any COMPETING PRODUCT for a period of at least two (2) years; or, in the alternative,

2.2 If Employee has been or is employed by GCC in a sales or marketing capacity, Employee will not render services directly or indirectly to any COMPETING

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ORGANIZATION in connection with the sale, merchandising or promotion of any COMPETING PRODUCT to any customer of GCC or any retailer with whom GCC is or was associated at any time during the last two (2) years of Employee's employment by GCC.

3. Compensation. If Employee is unable to obtain employment consistent with his or her education and experience solely because of these provisions, such provisions shall bind Employee only so long as GCC shall make payments to Employee equal to his or her monthly base pay at termination (exclusive of extra compensation or employee benefits) for each month of unemployment. Following termination of employment with GCC, unless an offer of employment clearly represents an unreasonably high risk of jeopardizing GCC's CONFIDENTIAL INFORMATION, Employee shall not refuse employment with another company without first discussing with GCC whether or not it intends to permit such employment in accordance with these provisions.

4. Payments.

4.1 Duration. GCC agrees to make such monthly payments to Employee upon fulfillment of the monthly conditions as set forth above, for up to twenty-four (24) consecutive months, unless GCC gives written permission to accept available employment or gives a written release from this Addendum.

4.2 Accounting. Employee agrees, during each month of such unemployment for which Employee claims payment, to give GCC a written detailed account of his or her efforts to obtain employment. Such account shall include a statement that although Employee conscientiously sought employment, Employee was unable to obtain it solely because of these provisions.

4.3 Failure to Account. It is understood and agreed that GCC shall be relieved of making monthly payments to Employee for any month during which Employee fails to account to GCC as provided for above.

4.4 Obligation Shall Terminate. GCC's obligation to make monthly payments shall terminate as soon as Employee has obtained employment, and Employee agrees to give prompt written notice of such employment to GCC.

4.5 GCC's Liability. GCC shall not be liable under this Agreement or for any action relating hereto for any amount in excess of the equivalent of twenty-four (24) such monthly payments minus the number of monthly payments already made by GCC to Employee.

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4.6 Report. For a period of two (2) years after termination of Employee's employment with GCC, Employee will inform any new employer, before accepting employment with such new employer, of the terms of this Agreement.

Employee's obligation not to compete pursuant to this Addendum is agreed to in exchange for GCC's obligation to make monthly payments to Employee pursuant to these provisions.

GIFT CERTIFICATE CENTER, INC.

By Keith A. Fulkerson
Its Vice President

EMPLOYEE:

Daniel J. Remington

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ADDENDUM #2

OWNERSHIP OF EMPLOYEE INVENTIONS

This Addendum #2 to the Employment Agreement dated March 29, 1995, ("Agreement"), is made this 29th day of March, 1995, between The Gift Certificate Center, Inc., and/or its subsidiaries and divisions ("GCC") and Debra Remington ("Employee").

In consideration of the Compensation to be paid by GCC to Employee pursuant to Section 2 and Schedule 1 of the Agreement, Employee agrees as follows:

1. Ownership of Inventions. All inventions that have been, or will be, prepared or invented by Employee either individually or in cooperation with others, including but not limited to all ideas, concepts, themes, devices, processes, illustrations, computer software, or any components thereof, prepared by me either individually or in cooperation with others in the scope of Employee's employment by GCC shall be deemed an invention for which all rights shall belong entirely to GCC, its successors or assigns forever, and it or they may make any use or nonuse of such invention throughout the world without any further obligation to Employee.

1.1 Subject to Section 2, below, Employee agrees to assign and hereby does assign to GCC, during and subsequent to such employment (entirely at GCC's expense) Employee's entire right, title and interest in and to all other inventions in any and all countries, said other inventions to be and remain solely the exclusive property of GCC or its nominees whether patented or not.

1.2 Employee agrees to cooperate with Employer to file any and all patent and/or copyright applications, and to prosecute such applications with the U.S. Patent and Trademark Office and/or the Register of Copyrights until such time as patents and/or copyrights are issued to GCC.

1.3 At any time from and after Employee's termination of employment with GCC, Employee will upon request of GCC take all action, consistent with the terms of this Agreement, including the execution of documents as may be reasonably requested by GCC.

2. Excluded Inventions. The following inventions are excluded from the provisions of Section 1:

2.1 Inventions as to which no equipment, supplies, facility or trade secret information of GCC was used and which was developed entirely on Employee's own time; and

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2.2 Which:

(a) do not relate directly to the business of GCC; and

(b) do not relate to GCC actual or demonstrably anticipated research or development; and

(c) do not result from any work performed by Employee for GCC.

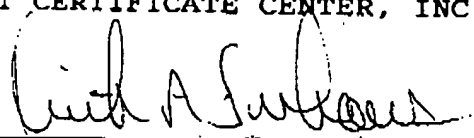
3. Proof of Origin. Employee agrees to keep and maintain adequate and current written records of all inventions as defined in and covered by Sections 1 and 2, above, in the form of notes, sketches, drawings, lists, calendars, logs, comments, explanations, flow charts, computer code (even if not ultimately used), reports, and all other documents relating thereto, which records shall be and remain the property of and available to GCC at all times as to inventions covered by Section 1, and available for inspection as to inventions covered by Section 2.

4. Notification. Employee agrees to communicate to GCC promptly and fully all inventions made or conceived by Employee (whether made solely by Employee or jointly with others) from the time of entering GCC employ until Employee leaves or within one year after Employee leaves. Attached to this Addendum and made a part hereof is a complete list of all inventions, if any, patented and unpatented, including a brief description thereof, which Employee made or conceived prior to Employee's employment with GCC, and which are therefore excluded from the scope of this Agreement.

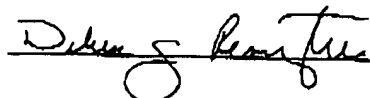
5. Definition of Invention. The term "inventions" extends to conceptions of all improvements, innovations, developments, discoveries and ideas, no matter how significant, whether patentable or copyrightable or not, relating to any phase of GCC's business or of any business in which GCC might become interested or active.

GIFT CERTIFICATE CENTER, INC.

By


Its Vice President

EMPLOYEE:



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**SCHEDULE 1
to Addendum #2**

List of inventions created and owned by Employee prior to date
of employment by GCC:

Date of
Creation

Description of Invention

Patent
Number & Date